

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM344530

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT (FIRST SUPPLEMENTAL FILING)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EPX ACQUISITION COMPANY, LLC		10/23/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT		
Street Address:	ELEVEN MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	BANK: SWITZERLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3027625	EPX	
Registration Number:	3849216	BUYERWALL	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	030786-0628		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
SIGNATURE:	/KJA/		
DATE SIGNED:	06/13/2015		
Total Attachments: 7			
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AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT

(FIRST SUPPLEMENTAL FILING)

This AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT (FIRST SUPPLEMENTAL FILING), dated as of October 23, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "First Supplemental Intellectual Property Security Agreement"), is made by the signatory hereto (the "Grantor") in favor of Credit Suisse AG, Cayman Islands Branch, acting through one or more of its branches or affiliates, as collateral agent (in such capacity and together with its successors, the "Collateral Agent") for the Secured Parties (as defined in the Guarantee and Collateral Agreement referred to below).

WHEREAS, NAB Holdings, LLC, a Michigan limited liability company has entered into that certain Amended and Restated Credit Agreement, dated as of May 21, 2014 (as amended by that certain First Amendment to the Amended and Restated Credit Agreement, dated as of the date hereof, and as amended, restated, replaced, refinanced, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the banks and other financial institutions and entities from time to time party thereto and Credit Suisse AG, Cayman Islands Branch, as administrative agent (in such capacity, the "Administrative Agent") and as Collateral Agent;

WHEREAS, it was a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantor shall have executed and delivered that certain Amended and Restated Guarantee and Collateral Agreement, dated as of May 21, 2014 (as amended, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), in favor of the Collateral Agent. Capitalized terms used and not defined herein have the meanings given such terms in the Guarantee and Collateral Agreement;

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has granted a security interest in certain property, including, without limitation, all Intellectual Property, including but not limited to After-Acquired Intellectual Property of the Grantor, to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute the Amended and Restated Intellectual Property Security Agreement dated as of May 21, 2014 (as amended, restated, amended and restated, supplemented or other modified from time to time, the "Intellectual Property Security Agreement") for recording with the United States Patent and Trademark Office, the United States Copyright Office, and any other applicable Governmental Authority (as defined in the Credit Agreement);

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor agreed to execute this First Supplemental Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and any other applicable Governmental Authority;

WHEREAS, the Intellectual Property Security Agreement was recorded against certain United States Intellectual Property at (i) Reel/Frame 5284/0799, (ii) Reel/Frame 5284/0790, and (iii) Reel/Frame 5291/0575;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby pledges, assigns, transfers and grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the following property of Grantor, in each case, wherever located and now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "After-Acquired Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations:

(a) all domestic and foreign trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, domain names, certification marks, collective marks or other indicia of origin or source identification, design and general intangibles of a like nature, whether or not registered, including, without limitation: (i) trademark and service mark registrations of the foregoing, and applications for trademark or service mark registrations and any renewals thereof, including, without limitation, each registration and application listed in Schedule 1, (ii) all of the goodwill of the business connected with the use of, and symbolized by any of the foregoing; (iii) the right to sue or otherwise recover for any and all past, present and future infringements, dilutions or other violations thereof or for any injury to the related goodwill; (iv) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, payments arising out of any other sale, lease, license or other disposition thereof and damages and payments for past, present or future infringements, dilutions or other violations thereof); and (v) all other rights accruing thereunder or pertaining thereto throughout the world (collectively, the "Trademarks");

(b) all domestic and foreign patents and certificates of invention, or similarly industrial proper rights, and applications for any of the foregoing, including, without limitation: (i) all reissues, divisions, continuations, continuations-in-part, renewals, reexaminations, and extensions thereof; (ii) any of the foregoing listed in Schedule 1; (iii) all patentable inventions and improvements thereto; (iv) the right to sue or otherwise recover for any and all past, present and future infringements or other violations thereof; (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, payments arising out of any other sale, lease, license or other disposition thereof and damages and payments for past, present or future infringements or other violations thereof), and (vi) all other rights accruing thereunder or pertaining thereto throughout the world (collectively, the "Patents");

(c) all domestic and foreign copyrights, whether or not the underlying works of authorship have been published, including, without limitation: (i) copyrights in software and all rights in and to databases, all designs, all Mask Works (as defined in 17 U.S.C. 901 of the U.S. Copyright Act) and all works of authorship and other intellectual property rights therein; (ii) all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights; (iii) all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights; (iv) all moral rights, reversionary rights and termination rights in, to or under such copyrights; (v) all copyright registrations and copyright registration applications, and any renewals or extensions thereof, including, without limitation, each registration and application listed in Schedule 1, (vi) the rights to print, publish and distribute any of the foregoing, (vii) the right to sue or otherwise recover for any and all past, present and future infringements or other violations thereof; (viii) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, payments arising out of any other sale, lease, license or other disposition thereof and damages and payments for past, present or future infringements or other violations thereof); and (ix) all other rights accruing thereunder or pertaining thereto throughout the world (collectively, the "Copyrights");

(d) all trade secrets and all confidential and proprietary information, including, without limitation: (i) know-how, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, whether or not the foregoing has been reduced to a writing or other tangible form, including, without limitation, any of the foregoing referred to in Schedule 1; (ii) the right to sue or otherwise recover for any and all past, present and future misappropriations or other violations thereof, (iii) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, payments arising out of any other sale, lease, license or other disposition thereof and damages and payments for past, present or future misappropriations or other violations thereof), and (iv) all other rights accruing thereunder or pertaining thereto throughout the world (collectively, the "Trade Secrets");

(e) (i) all licenses or agreements, whether written or oral, naming the Grantor as licensor or licensee, which provides for the granting of: (A) any right in, to, or under any Trademark or Trade Secret, (B) any right in, to, or under any Patent, including, without limitation, the right to manufacture, use, sell, offer to sell, or import any invention covered in whole or in part by a Patent, and (C) any right in, to, or under any Copyright, including, without limitation, the right to manufacture, distribute, exploit and sell materials derived from any Copyright, and (ii) all rights to sue at law or in equity to recover for any and all past, present and future infringements, misappropriations, dilutions or other violations of any of the foregoing, including the right to receive all Proceeds therefrom, including license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto; and

(f) any and all proceeds of the foregoing.

SECTION 2. Recordation. The Grantor authorizes and requests that the U.S. Register of Copyrights, the U.S. Commissioner of Patents and Trademarks and any other applicable government officer record this First Supplemental Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed by one or more of the parties on any number of counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same agreement.

SECTION 4. Governing Law. This First Supplemental Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 5. Conflict Provision. This First Supplemental Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest granted herein are more fully set forth in the Guarantee and Collateral Agreement, all terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provisions of this First Supplemental Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

SECTION 6. Termination. Upon termination of this Intellectual Property Security Agreement, the Collateral Agent shall record the release of this Intellectual Property Security Agreement and any and all supplement filings of the After-Acquired Intellectual Property Security Agreement with the U.S. Register of Copyrights, the U.S. Commissioner of Patents and Trademarks and any other applicable government office in which the Intellectual Property Security Agreement was recorded within fifteen (15) days of termination.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has caused this First Supplemental Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

EPX ACQUISITION COMPANY, LLC

By: 

Name: Michael Sauer

Title: Secretary

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TRADEMARK
REEL: 005552 FRAME: 0080

COPYRIGHTS - N/A

PATENTS

Debtor / Grantor	Title	Appl. No.	File Date	Jurisdiction	Status
EPX Acquisition Company, LLC	Payment Processor Hosted Account Information	12/172,041	7/11/2008	U.S.	Response to most recent office action 2/27/2014
		08871450.6	8/8/2008	Europe	Response to most recent office action 6/14/2012
		2008348296	8/8/2008	Australia	Acceptance date 3/13/2014
		2,695,790	8/8/2008	Canada	Response to most recent office action 7/26/2013
EPX Acquisition Company, LLC	Real-Time Interchange Fee Estimation	13/158,074	6/10/2011	U.S.	Application abandoned.
		PCT/US20111040019	6/10/2011	Europe	Application abandoned.
		2011265236	6/10/2011	Australia	Application abandoned.
		2,800,276	6/10/2011	Canada	Application abandoned.
EPX Acquisition Company, LLC	Tokenized Contactless Payments for Mobile Devices	13/315,544	12/9/2011	U.S.	Response to most recent office action 2/27/2014
		11846372.8	7/10/2013	Europe	Supplementary European Search Report 4/4/2014.
		2011338230	6/25/2013	Australia	
		2,281,105	6/10/2013	Canada	
EPX Acquisition Company, LLC	Real-time Authorization Interchange Surcharge	PCT/US2013/064042	10/9/2013	U.S.	
		WO 2014/058970	10/9/2012	Europe	

TRADEMARKS

Debtor / Grantor	Title	Status	Appl. No.	File Date	Reg. No	Reg. Date	Jurisdiction
EPX Acquisition Company, LLC	"EPX" Logo	Section 8 (6-year) accepted & Section 15 acknowledged: 2001-01-29		08/02/2004	3027625	12/13/2005	
EPX Acquisition Company, LLC	"BuyerWall"			09/10/2007	3849216	09/21/2010	

TRADE SECRETS - N/A

INTELLECTUAL PROPERTY LICENSES - N/A

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RECORDED: 06/13/2015

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